

Exhibit A

MOBIZ TERMS AND CONDITIONS OF USE

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Mobiz Inc. ("**Mobiz**") in distribution with Mobiz SA (Pty) Ltd. (reg: 2019/198238/07) a wholly owned subsidiary of Aerofone Communications (Pty) Ltd. (reg: 2005/022324/07), would like to take this opportunity to share with you our Terms of Use ("**Terms**") for our Services and the use of our website mobiz.co, related blogs, websites, applications or platforms (collectively, "**Website**"). By using the Service (which includes the use of the Website) or signing the Terms, you agree to be bound to terms and conditions contained in the Terms. The Terms also explain our obligations to you, as a valued Customer and End User of our Service.

ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA MOBIZ'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY MOBIZ SHALL BE DEEMED TO BE MUTUALLY EXECUTED. PLEASE READ THE TERMS CAREFULLY AS IT GOVERNS YOUR USE AND ACCESS TO THE SERVICES AND WEBSITE. IF YOU DO NOT AGREE TO THE TERMS, YOU CANNOT USE OR ACCESS THE SERVICES. Please pay specific attention to the BOLD paragraphs of the Mobiz Terms. These paragraphs limit the risk or liability of Mobiz, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Mobiz or is an acknowledgement of any fact by you.

For more information on our ongoing promotions, view our [Promotion Terms](#).

- The terms "**user**", "**you**" and "**your**" are used

interchangeably in the Terms and refer to all persons accessing the Services for any reason whatsoever. Accordingly, the terms “**Mobiz**”, “**us**”, “**our**” or “**we**” refers to Mobiz or its possession. If you accept the Terms on behalf of a company or other legal entity, you represent that you are duly authorized to bind that entity to these Terms.

- “**Credit**” means the unit of value used by Mobiz to deduct from/credit to your Account and are used to send/receive Mobiz Messages and other related communications (determined by length and/or type of message);
- “**Customer**” refers to an individual or entity who uses the Services and has accepted the Terms and/or signed a supplemental agreement with Mobiz.
- “**End User**” refers to the person who receives the Mobiz Message sent by a Customer.
- “**License**” refers to the non-exclusive right granted by Mobiz to the Customer to use the Mobiz Services and related software, including the right to acquire and spend Credits;
- “**Mobiz Message**” / “**Engagement**” refers to the digital communication sent, displayed or communicated to an End User by a Customer using the Services (including SMS, MMS, SmartSMS, QR codes displayed, web session, Action Links displayed etc.).
- “**Order Form**” refers to a final and legally binding order for Services made by a Customer with Mobiz, be it in electronic format via the Website with the selection and payment of a Subscription, via electronic documentation/communications or otherwise, to be read alongside and supplement these Terms.
- “**SMS-sending functionality**” refers to the facilitation of deploying Mobiz Messages (specifically SMS) through our aggregators.
- These Terms govern the access and/or use by you of our Website, content, services and/or software platform (including updates and upgrades) (“**Service/s**”).
- The terms may not be defined in order, or may be defined in our other policies applicable to your use of the Services.
- All rights in and to the content of the Website remain at all times expressly reserved by Mobiz.

- Please see our other Mobiz policies for guidance in specific topics.

1. Introduction

- 1.1. The Terms are read in conjunction with any supplementary agreement which may be applicable to additional services or promotions you have agreed Mobiz provides to you. If there is a conflict between the Terms and the service agreement, the terms of the service agreement will prevail. **Save for the aforementioned agreements, these Terms supersede prior agreements or arrangements with you.**
- 1.2. Mobiz may amend the Terms from time to time. The Terms, as amended, will become effective on the date in which Mobiz publishes the Terms on our Website (identified on the **Publication Date**). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. You agree that notice on the Website is adequate notice.
- 1.3. The content we publish, including products and Services may not be available in your country (yet!). Currently, the full suite of Mobiz Services is available in the United States (“**US**”) and South Africa (“**SA**”) only. We make no representation that the Services are appropriate, functional or available for use in other countries. You may not use the Services or export information and/or materials in violation of the export laws of South Africa, the US or any other applicable jurisdiction.

2. Relationship Between the Parties

- 2.1. For all Services provided, and unless specifically contracted otherwise, Mobiz does not have an agent, intermediary, partner, advisory, representative nor broker relationship with any user. Your use of the Website or the Services is entirely at your own risk and based on your own choices, volition and expertise.
- 2.2. Mobiz does not provide any regulated financial, advisory, banking nor payment services.
- 2.3. In the context of Services purchased via the Website, Mobiz operates as the “seller” of same products, and the relevant user will function as the “buyer”, for the purposes of their respective duties and obligations related to those roles under applicable consumer and other laws.
- 2.4. Mobiz is a service provider to you and neither party is an agent or partner of the other. A party does not, and will not represent to any third party that it does have, any authority to bind the other party.
- 2.5. The Customer understands and agrees that Mobiz may provide its Services to whomever it decides in its sole discretion, including parties who may be in competition with each other, but endeavours to all Customers that it will keep all Customer work separate and free from conflicts to the maximum extent possible.

3. The Services and Your Account

- 3.1. Subject to your adherence to the Terms (and any limitations and restrictions set forth in an Order Form or supplemental agreement), Mobiz grants you a limited, revocable, personal, non-exclusive, non-sublicensable and non-transferable right and license to access and use the Services and/or Website specified in such Order Form and/or via the Website. Nothing contained herein should be construed as granting any license or right to use any intellectual property without the prior written permission of Mobiz.
- 3.2. Subject to the Customer’s payment of all applicable Fees, Mobiz will provide support, maintenance service, and uptime for each Service in accordance with (i) Mobiz’s then-

current generally applicable support and service level policies found on www.mobiz.co/support-policy, and/or (ii) as per written agreement between Mobiz and the user concluded on the Website or otherwise.

- 3.3. Upon payment of any applicable Fees detailed in each Order Form, Mobiz agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is detailed on your Order Form ("**Implementation Assistance**"). If Mobiz provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Mobiz otherwise provides additional services beyond those agreed in an Order Form, the Customer will pay Mobiz at its then-current hourly rates for consultation.
- 3.4. From time to time, Mobiz may provide upgrades, patches, enhancements, or fixes for the Services to its Customers generally without additional charge ("**Updates**"). Updates will become part of the Services and subject to the Terms; provided that Mobiz shall have no obligation or otherwise to provide any such Updates. The Customer understands that Mobiz may cease supporting old versions or releases of the Services at any time in its sole discretion; and will not be liable for compatibility issues which may arise from any updates to our Services/Website or related tools used. We will, however, use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.
- 3.5. To use certain features of the Services, including being provisioned a US telephone number (if applicable), you may need to register and maintain a user account ("**Account**"). You agree to provide accurate and complete information as requested by Mobiz when you create an account and to update your Account immediately if any information has changed from initial registration.
- 3.6. Responsibility for the activity that occurs under your Account is yours and, therefore, you must always maintain the security and secrecy of your username and password. Mobiz is entitled to assume any action under your Account is done by you. You may not authorize third parties to use the Account.
- 3.7. To create an Account, you must be of legal age and possess the legal authority to form a binding agreement. You cannot be a person or entity barred from receiving the Services under the laws of the US, SA or other applicable jurisdiction.
- 3.8. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring certain unique types of information in order to grant you access to your Account and data. To view or change your Account or linked personal information provided, you can do so yourself within your Account settings, or contact us to assist you.
- 3.9. **Mobiz may access, preserve, and/or disclose your Account information and Mobiz Message if required to do so by law or in good faith belief that such action is reasonably necessary to: (a) comply with a required legal process (b) enforce the Terms (c) respond to intellectual property or other types of claims from a third-party (d) respond to your requests for customer service and/or (e) protect the rights, property or personal safety of Mobiz, its users and the public.**
- 3.10. Depending on the particular Services used, a user may also need to conclude additional agreements with Mobiz, which agreements will contain more specific details and/or conditions relating to the Service acquired, including specifications and associated fees.
- 3.11. The following support services are **excluded** from the Services and may incur additional Fees to the Customer:
 - 3.11.1. Support, diagnoses and/or rectification of problems not directly associated with the Services software, such as other software, hardware, machines, systems and peripheral equipment;
 - 3.11.2. Repair faults caused by the Customer due to using Services software outside of its specifications, such as accidental damage, operator errors, abnormal

- 3.11.3. Additional design or support services, features and/or custom integrations into the Services software.

4. Trial/Features Software

- 4.1. From time to time, Mobiz may make certain software add-ons, functionalities, features and/or Mobiz Message credits available for a limited time to a limited number of users. **"Trial/Features Software"** refers to a version or feature of the Services that Mobiz has not made generally available to the public or to Customers for production use or in instances where we make it available for a specific, limited purpose such as a demo, beta, trial or early access. For clarity, this is not relating to any 14-day free or other trial period offered by Mobiz.
- 4.2. Trial Access Software may be for evaluation and testing purposes, may not be supported and may be subject to additional terms. You may accept or decline to use the Trial/Features Software when presented with an offer by us to do so. Anyone using Trial/Features Software does so at their own risk, understanding that such Trial/Features Software may be subject to unique issues and functionality limitations.
- 4.3. Mobiz may, in its sole discretion, remove your access to the Trial/Features Software Services (or part thereof) by (a) notifying you in writing at the email address/es or mobile number allocated by you in your Account; or (b) making a version of the Trial/Features Software commercially available; or (c) removing the Trial/Features Software from its Services; or (d) discontinuing access to the Trial/Features Software at any time, for which Mobiz will not be liable. Mobiz may never make the Trial/Features Software generally available and reserves the right to cancel, suspend, terminate and/or end related services for any and all unpaid products or services that are deemed inactive or no longer in use.
- 4.4. **The user agrees to abide by all applicable local, state, federal, national and international laws and regulations and is solely responsible for all acts or omissions that occur under the user's Account, such as the content of messages that the user creates, initiates and may be capable of deployment through the Trial/Features Software. Should a user commit any offence or infringement of such applicable laws, Mobiz will assist any associated law enforcement authorities who request our help, in the investigation and prosecution of the relevant infringing user.**
- 4.5. As confirmed in our Privacy Policy, we may anonymize or aggregate personal data emanating from any user's use of the Trial/Features Software in our discretion, where the subsequent use by Mobiz of same anonymized data is no longer subject to consent requirements or any personal information legislation.

5. Fees, Credits and Refunds

- 5.1. Mobiz charges the fees for the Services as set forth in each Order Form ("**Fees**"), which Fee is comprised of each and/or both the License and Credits, and in certain instances fees for customer support services. Unless otherwise specified in an Order Form, Fees are invoiced and paid for the Services in the currency and payment interval offered by Mobiz and chosen by you.
- 5.2. Past due invoices are subject to interest on any outstanding balance at the maximum amount permitted by the jurisdiction in which you reside. All Fees are displayed exclusive of sales tax or value added tax.
- 5.3. To the fullest extent permitted by law, Fees paid are non-refundable and are not subject to set off, due to the fact that all users are provided with ample opportunity,

before making a Service purchase, to ascertain if the Services are exactly what the user wants, and have the opportunity to test our Services with our free trial periods.

- 5.4. Should you make use of our online Fee payment tools (if and where available), and same are provided by an authorized third-party payment provider, you understand and agree that Mobiz is not liable for their provision of their distinct services, and you may be subject to either registering an account with the payment provider and/or be subject to their distinct terms of service.
- 5.5. Mobiz Message credits are valid from date of purchase and for the period displayed on an Order Form or in your Account.
- 5.6. Mobiz will not send a Mobiz Message without the appropriate number of Credits.
- 5.7. We reserve the right to deactivate an End User's receiving number's functionality/the number itself should the corresponding Customer Account have no Credit available to perform a specific function related to that number. However, we will try our utmost to notify you when Credits are running low in your Account/s, but will not be liable for any loss or damage suffered by a Customer/End User as a consequence of a Customer's Account depleting all of its available Credit.
- 5.8. When paying a Fee, you will automatically be charged in the currency of your selected/operational location, where any fees or taxes related to converting your currency into US Dollars or SA Rands, as applicable, will be for the Customer's account and detailed/estimated to you upon payment of your Fee.
- 5.9. Credits purchased as part of a Subscription have the stated time limit associated to the use of those Credits, so Customers understand and agree that Credits purchased may only be available for use in a particular time period. Once the relevant time period for Credits has lapsed, Credits may or may not roll-over depending on various factors. For more information relating to the roll-over of Credits, please see our article on this topic.
- 5.10. We are entitled to deduct Credits from an Account even though there may be a failure to send or completely manifest a Mobiz Message to the intended End User due to (i) the failures of a third-party assisting Mobiz in delivering the Services, and/or (ii) the application of a restriction on the Mobiz Message (such as a legal restriction) but we will refund a Customer the Credits effected, where possible, in our sole discretion, and where we detect such issues which are not the cause of the Customer themselves.
- 5.11. Illegal or infringing Mobiz Messages in contravention of local laws or the Terms will be charged for and for which Mobiz will not be liable nor refund any party.
- 5.12. Mobiz Inc. may use Mobiz SA (Pty) Ltd. and/or Aerofone Communications (Pty) Ltd. to collect and distribute Fees on its behalf, for Services those parties may render or distribute on its behalf throughout SA and/or globally.

6. "Freemium" and other Subscription package conditions

- 6.1. Should you subscribe for our "Freemium" Subscription package, same is subject to the following additional conditions:
 - 6.1.1. Uploading the relevant contacts will be free, as long as the number of contacts remains within the prescribed limits;
 - 6.1.2. Any sending of messages within the prescribed limits will be free and will include the costs of the carrier dispatching the messages. For clarity, once the limit has been exceeded, you will pay for the additional messages on a pre-pay-as-you-go basis, and carrier costs may become an additional distinct cost for which you may become liable;

- 6.1.3. Free Message credits are allocated for a particular month, and do not carry over from one month to the next; and
- 6.1.4. Any mention of an “unlimited” aspect of the Freemium Subscription is subject to reasonable fair use and specifically Mobiz’ Fair Use Policy.
- 6.1.5. For safety and privacy reasons, if your account has been idle/dormant for a period of more than 3 (three) months, Mobiz reserves the right to deactivate your account, remove any phone number that has been allocated to you (which same number you are not guaranteed to get back upon any reactivation), and delete your account data. Mobiz will not be liable for any losses suffered as a result of such a deactivation.

7. End User Consent and Opt-In Guarantee

- 7.1. **You are required, by the consumer and data protection laws applicable to you, to adhere to certain laws and regulations when sending a Mobiz Message to an End User.** These may include and are not limited to obtaining express consent to contact an End User, identifying yourself as the sender of a Mobiz Message, including the option and instruction for an End User to opt-out from receiving Mobiz Messages, honoring opt-outs received from an End User, including certain relevant information based on your industry, and avoiding misleading language.
- 7.2. **The Customer guarantees to Mobiz that each person to whom a mobile number belongs in the Customer’s Account has specifically opted-in to receive a Mobiz Message from the Customer.** Notwithstanding such guarantee, Mobiz reserves the right to send confirmation opt-ins/opt-outs to End Users uploaded to the Services and request all reasonable information from the Customer in relation to its End User contents and collection methods, and/or ask the Customer for proof of such acquired consents needed.

8. Mobiz Messages

- 8.1. **The Customer is responsible for the content contained in a Mobiz Message sent to or viewed by an End User using the Services.** The Customer permits Mobiz to alter and encode the Mobiz Message into other formats, store it, and transmit it via third parties to mobile devices (and any other means of viewing the Mobiz Message).
- 8.1.1. For your assurance, Mobiz only makes use of authorized, qualified, permitted and tested Third-Party Service/s providers to assist with sending and/or manifesting Mobiz Messages to End Users. These providers are subject to stringent standards relating to security, privacy and reliability.
- 8.2. Subject to the Order Form, message and data rates may apply when using the Services by the Customer and by an End User when receiving or accessing a Mobiz Message. **It is the Customer’s responsibility to notify each End User of such charges in each instance, as it may apply to the End User.**
- 8.3. The Services may include links to other internet sites, including that of a Customer (“**the other sites**”). Mobiz does not endorse the other sites and is not responsible for the information, material, offers, products, opinions, or services contained on or accessible through the other sites. Hyperlinks to the other sites do not imply any endorsement, agreement on or support of the content or products of the other sites by Mobiz.
- 8.4. Any opinions, statements, services, offers or other information or content expressed or made available on the Services and/or Website by any third party are those of the respective authors or distributors and not Mobiz.
- 8.5. We cannot guarantee that all of our various methods of Mobiz Message engagements will always be 100% viewable or functional on all hardware devices receiving and

manifesting the Mobiz Message, such as the use of new messaging formats on older devices.

- 8.6. Not all language scripts may be used when creating and/or sending a Mobiz Message, and attempting to create a Mobiz Message using a language script outside of the use of the English character set script ("UCS2" or "GSM7"), may affect the number of characters or lay-out or length of a Mobiz Message, or be able to be represented at all.
- 8.7. Customers understand and agree that Mobiz Messages can only be accessed by End Users using web-enabled cellphones or tablets, where the access to and viewing of QR codes requires same equipment to have a camera and QR code software installed and enabled.

9. Restrictions

- 9.1. Except as expressly set forth in the Terms or supplemental agreement, you warrant to Mobiz that you will not (and shall not permit any third party to), directly or indirectly:
 - 9.1.1. upload, post, replicate or transmit any content that is, or could reasonably be considered, in our sole discretion, threatening, spam, a nuisance, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or detract any user in any way from properly using the Services;
 - 9.1.2. use the Services and/or Website from any prohibited territory or if you are an entity or person who is prohibited under any applicable local or international law from using the Services/and or Website;
 - 9.1.3. send a Mobiz Message to persons aged 13 or under, or a Mobiz Message that relates to sex, hate, alcohol, firearms, tobacco, drugs, payday loans, mortgage loans, student loans, credit repair, tax, tax relief and/or medication, amongst other highly regulated industries;
 - 9.1.4. send any illegal contests, competitions, unsolicited or unauthorized advertising electronic message;
 - 9.1.5. interfere or attempt to interfere electronically or manually with the operation or functionality of the Services including but not limited to uploading or making available files that contain corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Services or underlying software code;
 - 9.1.6. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction);
 - 9.1.7. use the Services or Mobiz Messages in any exploitative way or in a way which abuses the original design and intention of the Services, decided in our discretion, including but not limited to the creation and use of a single Mobiz Message to be sent to and used by more than the single/intended recipient/s thereof;
 - 9.1.8. not share Account or Services information or rights with, or for, the benefit of any other unauthorized third-party;
 - 9.1.9. copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or use the Service for the benefit of a third party;
 - 9.1.10. modify, translate, or create derivative works based on the Service or remove or otherwise alter any proprietary notices from the Service or any portion thereof;
 - 9.1.11. use the Service to build an application or product that is competitive with any Mobiz product or service;

9.1.12. "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Service (or any information, data or content made available through the Service), whether through use of manual or automated means; and

9.1.13. infringe any third party or Mobiz's intellectual property, contractual or other rights, or transmit content that it does not own or has the right to publish or distribute.

- 9.2. **You understand and agree that Mobiz and its designees retains the right, but not the obligation, in its sole discretion to pre-screen, refuse, or move any Mobiz Message or End User information via the Service, to the fullest extent permissible by law.**
- 9.3. **Mobiz reserves the right to refuse, suspend, terminate any Mobiz Message or Account at any time, and without warning that, in its opinion, is related to any type of unacceptable content.**
- 9.4. **You must notify Mobiz immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of the Services and/or your Account and to take steps to mitigate any resultant loss or harm.**
- 9.5. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.

10. Additional Conditions for the conclusion of a Service transaction online

The following terms apply to the purchase of any Subscriptions/Services from Mobiz via the online store of the Website:

10.1. Conclusion of sale:

- 10.1.1. Users who place orders for any Service subscription package ("**Subscription**") on the Website, Mobiz may accept or reject. Whether or not Mobiz accepts an order depends on the availability/suitability of the chosen Subscription, correctness of the information relating to the Subscription (including without limitation the price or included components) and receipt of payment or payment authorisation by Mobiz for the Subscriptions.
- 10.1.2. Mobiz will indicate its acceptance of your Subscription order by activating your Account, and providing you with access thereto, and only at that point will an agreement of sale between you and Mobiz come into effect. This is regardless of any communication from Mobiz stating that your order or payment has been confirmed. Mobiz will indicate the rejection of your Subscription order by not accepting it or cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
- 10.1.3. You acknowledge that the availability of all Subscriptions on offer is limited and that pricing may change at any time without notice to you. Mobiz will take all reasonable efforts to monitor Subscription availability and ensure that when Subscriptions are no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of all Subscriptions offers at all times and in all locations. Should a Subscription option no longer be available after you have placed an order for it, Mobiz will notify you and you will be entitled to a full refund/transfer of any unused Credits purchased as part of the cancelled Subscription offering.
- 10.1.4. Mobiz shall take all reasonable efforts to accurately reflect the description, availability, composition and purchase price of our Subscriptions on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence nor fraud), we shall not be

liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid.

- 10.1.5. The user must pay the full price of the Subscription in order to purchase the Subscription and acquire all of the Services related thereto.

10.2. Choosing and amending a Subscription Service:

- 10.2.1. Once a Customer has chosen a Subscription offering and has successfully purchased it from Mobiz using the relevant prompts on the Website, the user can also amend their Subscription by adding or removing additional features (including adding more Credits).
- 10.2.2. Any selected changes to a chosen Subscription may have an effect on the Fee to be paid by the Customer, as well as the functionality of the Services acquired.
- 10.2.3. For a complete understanding and explanation of any amendments made to a current and active Subscription, including how to make such changes and when those changes will come in to effect, please contact our customer support team who will explain everything as needed.
- 10.2.4. Pay-As-You-Go credits are utilized once your monthly Subscription Mobiz Message Credits have been depleted.

Features

Pricing

Industries ▼

Resources ▼

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allowances or conditions.

- 11.2. Unless otherwise stated in an applicable Order Form with you, your agreement with the Terms shall commence upon the date of the first access the Services, and, unless earlier terminated in accordance with these Terms, shall last until the expiration of your access to the Services.
- 11.3. For each Order Form, unless otherwise specified therein, the **“Order Form Term”** shall:
- 11.3.1. begin as of the effective date set forth on such Order Form, and unless earlier terminated in adherence with the Terms;
- 11.3.2. begin as shall continue for the initial term specified on such Order Form (the **“Order Form Initial Term”**), and of the effective date set forth on such Order Form, and unless earlier terminated in adherence with the Terms;
- 11.3.1. following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a “Order Form Renewal Term”) unless either party notifies the other party of such party’s intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable.**
- 11.4. In the event that Mobiz restructures its corporate entities, Mobiz reserves the right to terminate the agreement and/or transfer its rights to a related entity for the purpose of the restructuring, provided that the same Service levels are maintained with the Customer.

12. KYC and AML Requirements

- 12.1. The Order Form youA user’s ability to make use of various parts of the Website or particular Services, may be regulated by applicable know-your-customer (**“KYC”**) and/or anti-money laundering (**“AML”**) laws and the respective rules and regulations.

- 12.2. Mobiz may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Mobiz in order for the user to be verified as not infringing any of Mobiz's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. Mobiz reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Mobiz. Mobiz also reserves the right to share this information with any legal authority when required under applicable laws.
- 12.3. Mobiz may restrict user transactions that may violate laws or Mobiz's internal KYC or AML conditions herein and as updated from time to time.

13. User Feedback and Suggestions

If you choose to provide suggestions, ideas or other feedback to Mobiz ("**feedback**"), the feedback does not create any confidentiality obligation for Mobiz and we acknowledge that feedback is provided 'as is' and without warranty of any kind. You grant us a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, fully paid-up license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform on the information (including ideas for new or improved products, features, technologies, content, visuals, strategies, names, computer code and/or services). You also grant Mobiz the right to use your name in connection with your feedback and other information presented to us as well as in connection with Mobiz advertising, marketing and promotional material.

14. Third-Party Services

- 14.1. The Services may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("**Third-Party Service**"), including without limitation through integrations or connectors to such Third-Party Service that are provided by Mobiz. The Customer is solely responsible for procuring any and all rights necessary for it to access a Third-Party Service (including the transfer and storage of any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof.
- 14.2. Mobiz is not responsible for the operation of any Third-Party Service nor the availability or operation of the Third-Party Service to the extent such availability and operation is dependent upon that Third-Party Service. Mobiz does not make any representations or warranties with respect to a Third-Party Service and cannot be liable for a Customer's loss (including loss of data and consequential loss) due to a Third-Party Service. **Any exchange of data or other interaction between the Customer and a Third-Party Service provider is between Customer and such Third-Party Service provider and is governed by that third party's terms and conditions.**
 - 14.2.1. For an example, this could include the actual sending of messages by our Third-Party Service providers, where sending by them could be interrupted by an infrastructural failure in their operations. Whilst Mobiz will try our utmost to keep you informed of any such Third-Party Service provider issues, Mobiz will not be liable therefor as those are issues completely outside of our control and performed by unrelated third parties.
- 14.3. Customers understand and agree that sometimes there may be an integration failure or system miscommunication which may result in a Customer gaining or losing Credits/Service functionality which is not correct (e.g. failed voucher/coupon

15. Personal Information and Data Processing

- 15.1. Please see our Privacy Policy for comprehensive information on how Mobiz processes your personally identifiable and other information for its own purposes as a Responsible Party (as defined by SA data laws).
- 15.2. Any personally identifiable information which is provided to us for the purposes of processing for the Customer's or any other party's needs/as contracted with Mobiz, will be done so on the basis that Mobiz is strictly an Operator (as defined by SA data laws) thereto.
- 15.3. Your acceptance of these Terms and your use of our Services constitutes your express and informed consent to our processing of your personally identifiable information as per our Privacy Policy.
- 15.4. It is the Customer's responsibility to retain or make copies of any accessible data reports/system feedback, where Mobiz will not retain such data beyond the retention period assigned to that data (which period may be determined by the nature of the Customer and/or the Subscription or Order concluded with them).
 - 15.4.1. Related to this topic, Mobiz will not be liable to any party for any Service data which is expunged in accordance with the time periods applicable to the retention of the relevant Customer's data.

16. Intellectual Property Rights

- 16.1. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organization and layout of the Services), together with the underlying software code in use of the Services, ("**the intellectual property**") are owned (or co-owned, or licensed, as the case may be) by Mobiz, its members, associates, and/or partners whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 16.2. Subject to the rights afforded to you in these Terms and supplemental service agreement, all other rights to the Services' intellectual property are expressly reserved by Mobiz. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any of the intellectual property, editorial content, graphics or other material, whether in whole or in part, without the written consent of Mobiz first being granted, which consent may be refused at the discretion of Mobiz. No modification of the intellectual property or editorial content or graphics is permitted.
 - 16.2.1. **For clarity, any final Mobiz Message design created by a Customer, as well as any confidential or proprietary information of the Customer's used to create the final Mobiz Message, will be the intellectual property of the Customer. Any works, drafts, elements or components created pursuant to the final Mobiz Message, as well as any novel or derivative works stemming from the final Mobiz Message will however be the intellectual property of Mobiz.**
- 16.3. Mobiz reserves the right to make improvements or changes to the Services' intellectual property, information, artwork, graphics or other materials or to suspend or terminate the Services, at any time without notice.

- 16.4. Nothing contained in the Terms of Service agreement will impair Mobiz's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that a Customer may develop, market, produce or distribute.
- 16.5. Save for as what has been described in these Terms, and as between the parties, Mobiz retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Mobiz for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in the Terms or service agreement.**
- 16.6. Where any of the Services' intellectual property has been licensed to Mobiz or belongs to any third party, other than that which has been submitted by a Customer to Mobiz in the use of the Services, all rights to use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.**
- 16.7. Where Mobiz reserves the right, in the appropriate circumstances, to suspend or terminate Customer Accounts who are deemed to have repeatedly uploaded content that infringes the intellectual property of others. any of the Services' intellectual property has been licensed to Mobiz or belongs to any third party, other than that which has been submitted by a Customer to Mobiz in the use of the Services, all rights to use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.**

17. Take Down Process, Request and Notice

- 17.1. If you believe that content accessible on the Services infringes your copyright, you may request removal of such content by contacting Mobiz and providing the following information:
- 17.1.1.** the contact details on which to contact you;
 - 17.1.2.** a description of the infringing content and where it can be found;
 - 17.1.3.** a description of your copyrighted content and the location of the copyrighted content, if possible;
 - 17.1.4.** a confirmation that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law;
 - 17.1.5.** confirmation that the information you have supplied is accurate and that under the penalty of law, you are the copyright owner or are entitled to act on behalf of the copyright owner;
 - 17.1.6.** the reasonable remedy you seek; and
 - 17.1.7.** a signature or the electronic equivalent from the copyright holder or authorized representative.
- 17.2. The Takedown Request can be sent to any of the following:
Physical Address: Unit 2H Matrix Building, 8 Bridgeway Blvd
Century City, Cape Town, 7441, South Africa
Phone: +27 21 510 7911
Email: info@mobiz.co
Please include the subject line: Takedown Request

18. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. MOBIZ SHALL TAKE ALL REASONABLE EFFORTS TO ACCURATELY REFLECT THE DESCRIPTION, AVAILABILITY, COMPOSITION AND PRICE OF OUR SERVICES (INCLUDING ANY PACKAGES DESCRIBED THEREON) ON THE WEBSITE. HOWEVER, SHOULD THERE BE ANY ERRORS OF WHATSOEVER NATURE ON THE WEBSITE (WHICH ARE NOT DUE TO OUR GROSS NEGLIGENCE NOR FRAUD), WE SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM OR EXPENSE RELATING TO A TRANSACTION BASED ON ANY ERROR, SAVE – IN THE CASE OF ANY INCORRECT PURCHASE PRICE – TO THE EXTENT OF REFUNDING YOU FOR ANY AMOUNT ALREADY PAID.

19. Warranties

By using the Website and/or the Services, you warrant that:

- 19.1. you have read and agreed to the Terms and Privacy Policy, and will use the Services in accordance with them, any supplemental terms provided to you by Mobiz and any Third-Party Service provider terms applicable to your use of the Services;
- 19.2. you will comply with all applicable laws and regulations of the country or region in which you reside or use the Services or that may apply to your End User, which may include but is not limited to those applicable to promotions, contests, coupons, data privacy and protection, intellectual property, RSA Mobile Marketing Association (“**MMA**”), RSA Wireless Application Service Providers’ Association (“**WASPA**”), RSA Consumer Protection Act (“**CPA**”), RSA Protection of Personal Information Act (“**POPIA**”), US CAN-SPAM Act, US Telephone Consumer Protection Act (“**TCPA**”) and the US Do-Not-Call Implementation Act, including their regulations, guidelines and as amended from time to time;
- 19.3. you agree and understand that the Customer is responsible for all of Customer’s activity in connection with the Service, including but not limited to uploading Customer Data (as defined herein) onto the Service. Customer shall use the Service in compliance with all applicable local, provincial, national and foreign laws, treaties and regulations in connection with Customer’s use of the Service (including those related to data privacy, marketing, advertisement, international communications, export laws and the transmission of technical or personal data laws);
- 19.4. you use the Services at your own risk. Mobiz does not guarantee that the Services, or any portion thereof, will function on any particular hardware or device. While Mobiz has a 99% uptime, Mobiz relies on external suppliers to transmit messages to and from mobile devices and has no responsibility for the timeliness, mis-delivery, deletion or failure to store End User communication. The external suppliers include but are not limited to intermediary aggregators between Mobiz and mobile carriers, the mobile carriers, server hosting companies, internet service providers and others (each of which have their own terms);
- 19.5. you have not made any misrepresentations and the information provided in an Account registration process about you, your company and/or your status is true, accurate and complete in every aspect;
- 19.6. you will not transmit content that the user does not own or does not have the right to publish or distribute;
- 19.7. you will not facilitate or assist any third party to do any of the above, failing which, your failure will automatically be deemed to be a material breach of these Terms, allowing Mobiz to use its full spectrum of rights available to it against the infringing party,

20. Limitations of Liability

- 20.1. IN NO EVENT SHALL MOBIZ, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, DELICT, STRICT/DIRECT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THE TERMS (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO MOBIZ HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER. Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the disclaimers and limitations may not apply to you.
- 20.2. Mobiz relies on information supplied to it by its Customer to communicate with the Customer's End User using the Services and Mobiz accordingly bears no liability for any inaccuracies in such information supplied to it, including the account information, contact details or content sent to an End User. Mobiz does not and is not responsible to (a) the End User as a consumer in terms of relevant consumer protection laws (b) acquire consent of any kind or manage an End User opt-out through the Services for the Customer unless expressly provided in a service agreement (d) provide any copies or access to consumer information, except as provided for in a service agreement or applicable laws; or (e) comply with special consumer protection requirements on instruction from a Customer.**
- 20.3. Mobiz will not be liable for any loss that you or a user may incur as a result of an unauthorized user using an Account, either with or without your knowledge. To the extent permissible by law, you shall be liable for any expenses, including usage charges and fines, fees, and costs associated with your failure to safeguard your Account.**

21. Indemnification

- 21.1. Each party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "**Indemnitee**") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third-party intellectual property or proprietary right or violates any applicable law, or (ii) in the case of Mobiz as Indemnitor, the Service infringes, violates, or misappropriates any third-party intellectual property or proprietary right.
- 21.2. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of

Mobiz do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Mobiz (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Mobiz, (iv) combined with other products, processes or materials not provided by Mobiz (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

22. Dispute Resolution and Governing Law

- 22.1. Your access and/or use of the Services, any downloaded material from it and the operation of the Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the SA or US, as applicable in the context, without regard to its conflict of law provisions.
- 22.2. Should any dispute arise between the parties concerning the Services, the parties will resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 22.3. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf. All alternative dispute resolution meetings between the parties will be conducted in Cape Town and in English.
- 22.4. Notwithstanding the above, a user and Mobiz consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 22.5. Should any The Parties agree that they shall bring any dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, the parties agree that the disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions. dispute arise between the parties concerning the Services, the parties will resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 22.6. No Class Actions: You understand that by entering into this agreement, you and Mobiz are each waiving the right to a trial by jury or to participate in a class action and each party may only bring claims in your or its personal capacity and not as a plaintiff or class member in any purported class or representative proceeding. If clause 20.6 and/or 20.7 is found to be unenforceable, then just those sections will be null and void.**
- 22.7. Notwithstanding the above dispute resolution alternatives, nothing in the Terms will be deemed to waive, preclude, or otherwise limit the right of either party to (a) bring an individual action in the small claims court (b) pursue an enforcement action through the applicable national, federal, state, provincial or local agency if that action is available (c) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (d) file suit in a court of law to address an intellectual property infringement claim.**
- 22.8. Should you report a technical fault to us and require a fix thereto, we will immediately confirm receipt of the request, and then detail the applicable time periods by when a solution or fix will be provided to you, understanding that same fixes may require some further time and this time may be extended or**

shortened depending on whether third parties must also become involved in resolving the issue. Once an investigation is underway, Mobiz will endeavour to keep you updated timeously and as much as possible.

23. Termination of Use of the Services

- 23.1. **Mobiz may refuse, suspend and/or terminate any campaign, Mobiz Message, text program or Account that, at its option (and based on geographical location), is not in compliance with the MMA Guidelines, TCPA Guidelines, CTIA Guidelines, CPA, US National DNC registry rules, Federal Trade Commission and Federal Communication Commission Rules, cellular carrier terms or that violates any applicable law or regulation that applies to the Services or places restrictions on certain types of text messages, data protection and consumer rights.**
- 23.2. If you wish to terminate your agreement with these Terms with Mobiz, you may do so by discontinuing the use of the Services and/or following the directions on the Order Form, Website or service agreement, as the case may be.
- 23.3. In addition to the conditions provided for above, Mobiz reserves the right to immediately terminate and cancel your Account if you breach any of the Terms or payment is overdue, and will not refund any Fee amount already paid.
- 23.4. All provision of the Terms which by their nature should survive termination shall survive termination, including without limitation, accrued payment obligation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 23.5. In the event of cancellation of your agreement with the Terms and with Mobiz, Mobiz will de-register your Account and revoke your access to the Services.
- 23.6. Unauthorised use of the Services may give rise to a claim for damages against the infringing party and/or be a criminal offence.ancellation of your agreement with the Terms and with Mobiz, Mobiz will de-register your Account and revoke your access to the Services.

24. Company Information for the purposes of the SA *Electronic Communications and Transactions Act*:

- | | |
|-------------------------------------|---|
| 24.1. Website owner: | Mobiz Inc. in distribution with Mobiz SA (Pty) Ltd. (reg: 2005/022324/07) a wholly owned subsidiary of Aerofone Communications (Pty) Ltd. (reg: 2005/022324/07) |
| 24.2. Legal status: | all private, limited liability, for-profit companies |
| 24.3. Registration number: | As above |
| 24.4. Representative Director: | Greg Chen |
| 24.5. Description of main business: | Provider of SaaS |
| 24.6. Telephone number: | +27 021 510 7911 |
| 24.7. Email address: | info@mobiz.co |
| 24.8. Website address: | Mobiz.co |
| 24.9. Representative Director: | Greg Chen |
| 24.10. Physical address: | Office 2H, Matrix Building, Bridgeway Blvd, Century City, Cape Town, South Africa, 7441 |
| 24.11. Postal address: | PO Box 539 Century City, 7446, Cape Town |

25. Force Majeure

Without limiting any other provision in the Terms, Mobiz is not responsible or liable to a user, including a Customer, for delay or failure to perform its obligations hereunder in the event that any of Mobiz's operations or activities are affected by any cause or event beyond the sole and reasonable control of Mobiz, including, without limitation, by an act of god, earthquake, fire, explosion, terrorist act (threatened or actual), civil disturbance, epidemic, pandemic, unusually severe weather, flood, electrical outages, network failures, equipment failure, telecommunication line failure, cloud service/systems failures, unauthorized breach/manipulation of our data/systems, embargo, labour dispute, any law, regulation, order or request adopted, taken or made by any government or similar entity, or any other cause whether or not specifically mentioned above. Any failure on the part of any outside party that results in a message delay or failure falls under this Force Majeure clause.

26. General

- 26.1. **No Variation** Save for clause 1.2 above, Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing (including a discussion on any additional Fee to be charged by Mobiz for the variation/s), and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. This includes the addition or variation of support or other ancillary Services which are not included in the original scope of Services to be provided by Mobiz to the Customer as confirmed in an applicable Order Form.
- 26.2. **Notices** All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section.
- 26.3. **Indulgences** No indulgence, leniency or extension of time granted by Mobiz shall constitute a waiver of any of Mobiz's rights under the Terms and, accordingly, Mobiz shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which may arise in the future.
- 26.4. **Marketing** The Customer agrees that Mobiz may refer to the Customer by name and trademark in Mobiz's marketing materials and website. The Customer acknowledges and agrees that Mobiz does not certify or endorse, and has no obligation to certify or endorse, any of the Customer's products, services or content.
- 26.5. **Entire Agreement** The Terms, Privacy Policy and, if applicable, supplemental terms contains the entire agreement between the parties and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Mobiz.
- 26.6. **No Assignment** Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Mobiz may utilize subcontractors in the performance of its obligations hereunder.

- 26.7. **Interpretation** The headings to the paragraphs to the Terms are inserted for reference purposes only and do not affect the interpretation of any of the provisions to which they relate.
- 26.8. **Versions** Should you be using the Services within SA, responsibility and management of the Services will be that of South African Mobiz SA (Pty) Ltd. and/or Aerofone Communications (Pty) Ltd. depending on who exactly a Services contract is signed with in SA, with use of the Services within the USA and globally being the responsibility, and under the management of, the American Mobiz Inc. who may be assisted by Mobiz SA (Pty) Ltd. and/or Aerofone Communications (Pty) Ltd.
- 26.9. **Severability** Each term, clause, sentence, paragraph and provision of the Terms and any portion thereof shall be considered severable and if for any reason any such term, clause, sentence, paragraph or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation where the Services is used, or in terms of a final, binding judgement issued by any court, it shall to that extent be deemed to not form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 26.10. **Invalidity** Any provision of the Terms which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 26.11. **Queries and Complaints** If you have any queries or complaints, please send us an email at info@mobiz.co.



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Contact Us

+1 (855) 962-3879

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